APPROVED AS TO FORM AND LEGALITY SPECIAL ORDINANCE NO. S- 01-92

AN ORDINANCE approving CONTRACT 91-W-06 (R) THREE RIVERS FILTRATION PLANT NEW LABORATORY FACILITY between R.E. CROSBY & SON, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT 91-W-06 (R) THREE RIVERS FILTRATION PLANT NEW LABORATORY FACILITY by and between R. E. CROSBY & SON, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, for:

the furnishing of all labor, materials, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following: New one story laboratory, structural piles, parking area, and related appurtenances;

the Contract price is Nine Hundred Seventy-Two Thousand Four Hundred Sixty-One and no/100 Dollars (\$972,461.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

J. Timothy McCaulay, City Attorney



R.E. Crosby & Son, Inc. • 2805 Freeman Street • Fort Wayne, IN 46802 • 219-432-511

Fax 219-432-161

November 19, 1991

Mr. Chuck Bailey Contract Compliance City of Fort Wayne City-County Building Fort Wayne, IN 46802

> Re: Three Rivers Filtration Plant New Laboratory Facility

Dear Mr. Bailey:

As stated in the meeting this morning with you and Mr. Walter Jordan, Robert E. Crosby & Son, Inc. will make a good faith effort to commit 10% of the total bid price to Emerging Business Enterprises. If awarded the contract, we will be subcontracting with Fort Wayne Roofing, an EBE Contractor, for the roofing in the amount of \$21,428. In addition to the efforts made prior to submitting a bid for this project, we are doing the following:

- We are again soliciting existing EBE subcontractors and 1. suppliers, who did not submit bids for this project, to submit a bid.
- We are also urging subcontractors and suppliers that did bid the project and who we feel may qualify as an EBE contractor to submit the Request for Certification forms.

We feel very strongly that the 10% commitment will be met.

. Sincerely,

ROBERT E. CROSBY & SON, INC.

Robert C. Crosby

President

RCC/bg



Approved by the Fort Wayne Board of Public Works:

By	
Charles Layton	
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Katherine Carrier	
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By March OI.	
Douglas Lehman	

- 4. Continued efforts to reach goal. Contractor shall continue to make good faith efforts to reach the 10% E.B.E. goal and, if at the time final payment application is made, Contractor has not attained the 10% E.B.E. goal, Contractor shall file with the final payment application a "Request for Waiver". Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the 10% participation goal.
- 5. <u>Determination of waiver requests</u>. The Contract Compliance Department of the City of Fort Wayne shall examine all requests for waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
- 6. Good Faith Per Se. In any case, a Contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have been subcontracted for every sub-contract for which there are qualified E.B.E's available.
- 7. Consequence of noncompliance. In the event the Board of Public Works approves a recommendation that Contractor failed to make good faith efforts at compliance the contract shall be reduced by the amount undistributed from the E.B.E. reserve. Said undistributed amount shall be added to the City of Fort Wayne E. B. E. Bond Guarantee Fund and Contractor agrees to accept the reduced amount as full payment under the terms of his contract.
- 8. In the event the Board of Public Works determines that a good faith effort to comply with Executive Order 90-01 has been made, the contract shall not be reduced and the balance in the E.B.E. reserve shall be Contractor as part of his final contract payment.

Contractor as part of his final	contract payme	nt.
IN WITNESS WHEREON day of December	F, the parties ha _, 19 <u>9/</u> .	ave executed this E.B.E. Rider this
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	\$ * y.	By Jalus Contractor
Approved City of Fort Wayne		
By Paul Helmke, Mayor		
Attest:		Approved as to form and legality
Sandra M. Kennedy, Clerk	ix.	ByAssociate City Attorney
		Absociate Oity Attorney

E.B.E. RIDER

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as "Owner", and ROBERT E. CROSBY & SON, INC. ____, hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, Contractor is the apparent low bidder on construction project commonly referred to as the <u>FILTRATION PLANT LABORATORY</u>, which project was bid under Resolution No.91-W-06(R)and FACILITY

WHEREAS, Contractor has disclosed as part of his bid response that he has been able to locate qualified, Emerging Business Enterprises, hereinafter sometimes referred to as "E. B. E.'s," as sub-contractors for only - - - % of the contract amount, and

WHEREAS, Owner has, pursuant to Executive Order 90-01, adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order; and

WHEREAS, said Executive Order states:

"B. Each contractor shall be required to make a good faith effort to sub-contract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded. In the event a contractor is not able to sub-contract 10% of the contract amount or secure the services or an emerging business enterprise, he/she will be required to submit a completed request for waiver form on which he/she will provide a written description of the efforts taken to comply with the participation goals."

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Conditional award.</u> Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, Owner awards the construction contract to Contractor.
- 2. <u>E.B.E. reserve.</u> Parties agree that 10% of the contract price shall be and the same is hereby reserved for payment to qualified Emerging Business Enterprises for some sub-contracted work. Such Emerging Business Enterprises shall be as defined under Executive Order 90-01 of the City of Fort Wayne.
- 3. Reduction of reserve for E.B.E. payments. The reserve shall be reduced by the amount of payments made to qualified E.B.E. contractors during the course of the work.

ARTICLE 10-SIGNATURES

10.1 IN TESTIMONY WHEREOF, the parties hereto have executed this contract in at least 3 counterparts, each of which shall be deemed an original, the day and year first above written.

CONTRACTOR: ROBERT E. CROSBY & SON, INC.
By: Soll Cusby President

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

Charles E. Layton, Director

Douglas M. Lehman, Member

Katherine A. Carrier, Member

ATTEST Talice

Patricia J. Crick, Clerk

Paul Helmke, Mayor

ARTICLE 8-MISCELLANEOUS

- 8.1 Terms used in this Agreement are defined in the General Conditions.
- 8.2 Neither party shall assign or sublet, in whole or in part, any of its rights or obligations, including any monies due, or to become due, under the terms of the Contract Documents without the prior consent of the other party. This paragraph shall not be construed to limit the powers vested in the OWNER under the General Conditions.
- 8.3 The OWNER and CONTRACTOR each binds itself, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 The Contract Documents may only be altered, amended, or repealed by a Modification.

ARTICLE 9-CORPORATE CERTIFICATE AND SEAL

9.1 CONTRACTOR, if a corporation, shall cause the following certificate to be executed. The same officer shall not execute this Agreement and the certificates unless only one person occupies all corporate offices.

CORPORATE CERTIFICATE

9.2	I, FRANKLIN CLOSISY, certify that I am the VICE PRESIDEN 7 of the corporation named as CONTRACTOR herein; that ROBERT CLOSISY who signed
	this Agreement on behalf of CONTRACTOR, was then <u>PresideNT</u> of
	the corporation; that the Contract was duly signed and the corporate seal affixed for, and in behalf of, said corporation by authority of its governing body and is within the
	scope of its corporate powers.
	_

DEC 3, 1991 Franke (Signature)

(CORPORATE SEAL)

89533

SECTION 00500

This Agreement is dated as of the ______ day of _____ in the year 19 9 (, between City of Fort Wayne Board of Public Works, hereinafter called OWNER, and _____ Robert E. Crosby & Son, Inc.__, hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1-WORK

1.1 CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents, generally described as follows:

Project: Three Rivers Filtration Plant

Contract Number:

Work:

New one story laboratory, structural

Number of Addenda: 2

piles, parking area, and related

appurtenances

ARTICLE 2-ENGINEER

2.1 The Work has been designed by the firm of WW Engineering & Science, Inc., who will act as ENGINEER on the Work.

ARTICLE 3-CONTRACT TIME

- 3.1 The Work shall be completed as given on the bid form and will be the date stipulated in the Notice to Proceed.
- 3.2 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified plus any extensions as provided for in the General Conditions.
- 3.3 CONTRACTOR agrees to pay expenses arising from failure to complete the Work within the Contract Time including expenses for engineering services, attorney's fees, technical services and administration costs.

ARTICLE 4-CONTRACT PRICE

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: Nine Hundred Seventy Two Thousand, Four Hundred Sixty One and 00/100 dollars (\$ 972,461.00).

ARTICLE 5-PAYMENT APPLICATIONS

5.1 ENGINEER, with assistance of CONTRACTOR, will prepare monthly and final estimates in accordance with the General Conditions.

ARTICLE 6-PAYMENTS

- 6.1 OWNER will make monthly and final payments in accordance with the GENERAL CONDITIONS.
- 6.2 All monies not paid when due shall bear interest at the rate of 12% per annum or the highest rate allowed by law, whichever is less.

ARTICLE 7-CONTRACT DOCUMENTS

- 7.1 The complete Contract between OWNER and CONTRACTOR consists of the following:
 - 7.1.1 Invitation to Bid
 - 7.1.2 Notice to Bidders
 - 7.1.3 Instructions to Bidders
 - 7.1.4 Form No. 96
 - 7.1.5 Current Contratural Obligations
 - 7.1.6 Certificate in Lieu of Financial Statement
 - 7.1.7 EBE Committment Form
 - 7.1.8 Bid
 - 7.1.9 Agreement
 - 7.1.10 Bonds
 - 7.1.11 Notice of Award
 - 7.1.12 General Conditions
 - 7.1.13. Supplementary Conditions
 - 7.1.14 Specifications
 - 7.1.15 Drawings
 - 7.1.16 Modifications
 - 7.1.17 Addenda (numbers <u>1</u> thru <u>2</u> inclusive)

	CTION, INC TER ROAD 46806	Amount	946, 763.00 7, 254.00 15, 267.00 5, 616.00 6, 000.00
	WITWER CONSTRUCTION, INC 3636 ADAMS CENTER ROAD FORT WAYNE, IN 46806 (219) 420-4113	Unit price	946,763.00 7,254.00 10.50 5,616.00 6,000.00
	R CO, INC ROAD 46818	Amount	943,000.00 7,385.00 15,136.00 5,716.00 6,000.00 977,237.00
	SIMERMAN CONSTR CO, INC 5720 HUGUENARD ROAD FORT WAYNE, IN 46818 (219) 489-1577	Unit price	943,000.00 7,385.00 10.41 5,716.00 6,000.00
•	INC.	Amount	941,000.00 6,975.00 13,086.00 5,400.00 6,000.00
	ROBERT E CROSBY & SON, 2805 FREEMAN STREET FORT WAYNE, IN 46802 (219) 432-5114	Unit price	941,000.00 6,975.00 9.00 5,400.00 6,000.00
	IMATE	Amount	1,213,600.00 10,000.00 20,356.00 10,000.00 6,000.00 1,259,956.00
	ENGINEER'S ESTI	Quantity Unit Unit price	1.00 L SUM 1,213,600.00 1.00 L SUM 10,000.00 54.00 LFT 10,000.00 1.00 EACH 10,000.00 1.00 L SUM 6,000.00
89533	00 AM	tity Unit	L SUM LFT LFT EACH L SUM
Job No. 89533	by: 11/13/91 9:00 AM	Quantity	1.00 L SUM 1.00 L SUM 1,454.00 LFT 1.00 EACH 1.00 L SUM
CITY OF FORT WAYNE	CONTRACT NO. 91-W06 (R) NEW LABORATORY FACILITY THREE RIVERS FILTRATION PLANT Bids received by: 11/13/91 9:00 AM	Code Description	00001 GENERAL CONSTRUCTION 00002 MOB-DEMOB AUGER CAST PILES 00003 AUGER CAST PILES 00004 PILE LOAD TEST 00005 APPLIANCES ALLOWANCE

NOTE: Witwer Construction offered "voluntary alternate to use Square D, deduct \$4,000.00"

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HAGERMAN CONSTRUCTION CORP P.O. BOX 10690 FORT WAYNE, IN 46853-0690 (219) 424-1470	Unit price	1,042,300.00 1,042,300.00 8,000.00 8,000.00 9.63 14,000.00 7,500.00 7,500.00 6,000.00 6,000.00
HAGE P.O. (219	!	; ,,
RUCTION CORP AL ROAD N 46825 4	Amount	1,005,000.00 7,400.00 13,740.00 5,700.00 6,000.00
INDIANA CONSTRUCTION CORP 4625 INDUSTRIAL ROAD FORT WAYNE, IN 46825 (219) 483-9544	Unit price	1,005,000.00 7,400.00 9.45 5,700.00 6,000.00
ONS, INC S AVE 7 46808	Amount	985,614.00 7,323.00 13,740.00 5,670.00 6,000.00
SCHENKEL AND SONS, INC 1120 ST. MARY'S AVE FORT WAYNE, IN 46808 (219) 423-3361	Unit price	985,614.00 7,323.00 9.45 5,670.00 6,000.00
STREET 46806	Amount	952,828.00 7,457.00 13,966.00 5,774.00 6,000.00
KINDER CONSTRUC 532 HAWTHORNE S FORT WAYNE, IN	Quantity Unit Unit price	952,828.00 7,457.00 9.61 5,774.00 6,000.00
89533	Unit	1.00 L SUM 1.00 L SUM 54.00 LFT 1.00 EACH 1.00 L SUM
Job No. 89533	Quantity	1.00 L SU 1.00 L SU 1.00 LFT 1.00 EACH 1.00 LOTA
CITY OF FORT WAYNE CONTRACT NO. 91-W06 (R) NEW LABORATORY FACILITY THREE RIVERS FILTRATION PLANT Bids received by: 11/13/91 9:00 AM	Code Description Quantity Unit Unit	GENERAL CONSTRUCTION MOB-DEMOB AUGER CAST PILES AUGER CAST PILES PILE LOAD TEST APPLIANCES ALLOWANCE
CITY OF CONTRAC NEW LAB THREE R	Code	00001 00002 00003 00004 00005

ENGINEER'S CERTIFICATION

I, as Architect/Engineer, hereby certify that this Bid Tabulation is correct and complete.

BILL DANLY, PE Project Engineer

. Read the first	time in full and	d on motion	by	
seconded by	, and du	ly adopted,	read the secon	d time by
title and referred to City Plan Commission	for recommendation	on) and Publ	lic Hearing to	(and the be held after
due legal notice, at	the Common Counci	il Conferenc	ce Room 128, Ci	ty-County
Building, Fort Wayne, of	, 19	, at	o'clock_	M., E.S.T.
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			E. KENNEDY, CIT	
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Passed and ado	pted by the Commo	on Council o	of the City of	Fort Wayne,
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SANDRA E. KENNEDY, CI		PRESIDI	NG OFFICER	
Presented by m	e to the Mayor o	f the Sity	of Fort Wayne,	Indiana, on
the 15th	/ day of_	Jana	iney	, 19 <u>F</u> al
at the hour of	day of_ /30 o'clo	ck ,	M., E.S.T.	,
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provide a second	1	PAUL HEL	MKE, MAYOR	

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	12-10		1	, ,	
DATED	12-10		SANDRA E.	KENNEDY, C	ITY CLERK
	the third time				its passage.
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DATE	, •		SANDRA E	. KENNEDY,	CITY CLERK
Passed	and adopted by	the Common	Council of	the City of	Fort Wayne,
	(ANNEXATION)				
(SPECIAL)	(ZONING MAP)	ORDINANCE	RESOLUTI	on no.	
on the	day c	f		, 19	
	ATTEST:		(SEAL)	4.4	
SANDRA E. KEN	NEDY, CITY CLER	RK.	PRESIDIN	G OFFICER	
Presen	nted by me to th	e Mayor of th	he City of	Fort Wayne,	Indiana, on
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					,
at the hour o) f	o'clock	. M.,	E.S.T.	
			SANDRA E	. KENNEDY,	CITY CLERK
Annroy	ved and signed b	ov me this	dav	o f	
19, at	the hour of	о	CTOCK	M.,E.S.	
,			PAUL HEL	MKE, MAYOR	

Admn. Appr.

TITLE OF ORDINANCE:

Contract 91-W-06(R) Three Rivers Filtration

Plant New Laboratory Facility

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Contract 91-W-06(R) Three Rivers Filtration Plant New Laboratory Facility, is for the furnishing of all labor, materials, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following: New one story laboratory, structural piles, parking area, and related appurtenances. R. E. Crosby & Son, Inc., is the contractor.

EFFECT OF PASSAGE:

New laboratory facility at Filtration plant.

EFFECT OF NON PASSAGE:

0-91-12- 35

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$972,461.00

ASSIGNED TO COMMITTEE:

BILL	NO	S-91 12-35

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN CHARLES B. REDD, VICE CHAIRMAN EDMONDS, LONG, SCHMIDT

R.E. CROSBY & S	S FILTRATION PLANT I	ty of Fort Wayne	
in connection w	ith the Board of Pul	blic Works	
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Sandra E. Kennedy City Clerk

Hold 1-1492